

REMARKS

In response to the Examiner's Action mailed on January 13, 2009, claims 1 to 22 are amended, 27 to 50 are canceled. The applicant hereby respectfully requests that the patent application be reconsidered.

An item-by-item response to Examiner's objections or rejections is provided in the followings:

1. *Claim Objections*

The Examiner objects to claims 1-26 because of informalities in the space between the lines, and the lack of semicolon to divide each component.

In response to the objections, the claims are amended with the informalities corrected.

2. *Rejection of Claims under 35 USC 112:*

The Examiner rejects claims 1 to 26 under 35 U.S.C. 112 second paragraph because the claims are directed to a system but the system components are not being claimed.

In response to the rejections, the claims are amended to explicitly claim the system components that includes networked servers and computers connected to the network system for transmitting and receiving computer files through the network system.

1. *Rejection of Claims Under 35 USC 103:*

The Examiner rejects claims 1-26 under 35 U.S.C. 103(a) as being unpatentable over Thomson et al. (US 2003/0061104, hereinafter Thomson) in view of an article by Sally Trelford.

In response to the rejections, claims 1, to 22 are amended. The amended claim 1 is now directed to a network system connected with an online goods and

services provider (GSP) selling goods-or-services to a customer through the network system. The network system further includes:

a networked server managed by an after-sales-service and customer care (ASCC) center connected through said network system to a customer's computer for said customer to select and receive an electronic ASCC voucher from said ASCC center wherein said ASCC voucher defining an ASCC program and representing a value corresponding to a selection and purchase of said ASCC program made by said customer related to sales of said goods-or-services wherein:

said networked server of said ASCC center transmits said electronic ASCC voucher as a computer file to said customer's computer ~~customer~~ for said customer to control and transmit said electronic voucher through said network system for paying for said ASCC program to an after-sales-service and customer care (ASCC) provider selected by said customer by using said value represented by said ASCC voucher.

Claim 8 is also amended to direct a network system connected with an online goods and services provider (GSP) selling goods-or-services to a customer through the network system, wherein:

a GSP server connected to said network system and managed by said online GSP wherein said GSP server further includes an electronic ASCC voucher issuing processor for generating a plurality of electronic ASCC vouchers to allow said customer to select and obtain an electronic ASCC voucher transferred through said network system to said customer as a computer file wherein:

said electronic ASCC voucher as computer file transmitted through said network system defining a value for payment of an ASCC program related to sales of said goods-or-services for said customer to control and transmit said electronic ASCC voucher for paying to an after-sales-service and customer care (ASCC) provider selected by said customer for said ASCC program by using said value represented by said ASCC voucher.

Claim 15 is also amended to direct a network system connected with an electronic commerce (e-commerce) server of an online goods and services provider (GSP) selling goods-or-services for conducting an electronic commerce (e-commerce) transaction on said network wherein said network system wherein:

said e-commerce server generating a computer file comprising an electronic after-sales-service and customer care (ASCC) voucher for transmitting over said network to a customer wherein said ASCC voucher having an ASCC voucher identifier unique to said e-commerce transaction for defining a value for said customer to control and transmit said electronic voucher as said computer file to an after-sales-service and customer care (ASCC) provider selected by said customer for paying for an after-sales service and customer care (ASCC) program and also for tracking said after-sales service and customer care (ASCC) program.

The amended claims are totally different from Thomson. The processes disclosed by Thomson are controlled by a "Warranty Administrator", and in contrast, the processes as now directed by this invention are controlled by a customer. Thomson's Warranty Administrator never sends anything as a computer file that comprises an electronic voucher to a customer that a customer can use at his or her own will. The only thing the Warranty Administrator sends to a customer initially was a "welcome e-mail that includes the warranty

administrator's URL that will enable the customer to access the warranty administrator's home page. The customer never receives anything of substantial value that a customer can control the process of the ASCC program. **The amended claims further specifies that the electronic voucher is for the customer to control and to transmit to an after-sales-service and customer care (ASCC) provider for making payment using the electronic voucher. The electronic voucher has a payment value and that is never disclosed in either Thompson or Trelford. With the added limitation, the amended claims further have narrower scopes and are further differentiated and not obvious from the disclosures made by Thomason.**

The main purpose of this invention is to hand the control of the ASCC program to the customer such that a customer now controls an electronic voucher that the customer received as a computer file and the customer can selectively transmit for making payment because the electronic voucher has value of payment. Only an ASCC program is carried out to the satisfaction of the customer, then a customer transmits the electronic voucher to the ASCC service provider as a payment. Such concept and process is entirely opposite the disclosures of Thomson where the customer does not have much control because the customer does not control anything of value that can be used as payment or reward. The amended claims would therefore be different and not anticipated by Thomson.

Specifically, the Examiner quoted paragraph [0053], [0054], [0055] and [0057] as basis to reject the claims by indicating that Thomason "teaches a network system connected with an online service provider selling good-or-services to an online customer through the network. An after-sales-service and customer-care (ASCC) center having an ASCC voucher defining an ASCC program and representing a value corresponding to a selection and purchase of said ASCC program made by said customer related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network to said customer (i.e., the user logs onto the warranty administrator's web side to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically). For the purpose of comparisons, the quoted paragraphs of Thomson are copied below.

[0053] The electronic warranty administrator then sends the purchaser a welcoming email that includes the warranty administrator's URL (which will enable the customer to access the warranty administrator's home page, as displayed in FIG. 17), plus login instructions and a password which will enable the customer to access their personalized home page (FIG. 3). The customer is also asked to verify the accuracy of the customer profile in possession of the electronic warranty administrator and to up-date or correct as needed. Accessing the warranty administrator's home page gives the user multiple options including learning more about 250 the warranty administrator, learn about the benefits of membership in the warranty service 252, and the ability of a member to login 254 and thereby be identified as a proper user of the service and further be identified to the warranty administrator as a customer, manufacturer, service provider or shipper.

[0054] FIG. 2 illustrates in flow chart format a system for providing a consumer with warranty support and repair services on an integrated computer network. A plurality of customers (illustrated as 22a, 22b, 22c although in actual practice the number of consumers would number in the thousands or millions and could be distributed globally) access an electronic warranty administrator 24 through an integrated computer network 26, such as the internet. Typically, a customer 22a will communicate electronically with the warranty administrator by locating the electronic warranty administrator 24 through its URL using a conventional internet web browser such as Netscape Explorer (Netscape Communications Corporation, Mountain View, Calif.) or Microsoft Navigator (Microsoft Corporation, Redmond, Wash.). Communication between the customer's computer and the electronic warranty administrator's computer is by a conventional communication format such as TCP/IP (transmission control protocol/internet protocol).

[0055] When properly identified to the electronic warranty administrator by means of an appropriate log-in and password sequence, the customer 22a receives access to a first database 28. The first database 28 contains a plurality of addressable personalized portions (A1, A2, A3 . . . L6, L7, L8). Each customer is associated with a specific personalized portion, for

example, customer 22a may be associated with personalized portion G4. The electronic warranty administrator 24 limits the customer's access to the first database 28 to that customer's personalized portion.

[0057] Each customer's personalized portion contains sufficient data about that customer's purchases and warranty support of those purchases to enable the warranty support and repair services as described herein. Each customer is provided with a personalized home page as illustrated in FIG. 3. The customer's personalized home page enables the customer 22a to interact with the electronic warranty administrator 24 as well as with the first database. This page is preferably customizable, and will allow the customer to sort by various fields, e.g. locations of products 30, manufacturer 32, etc. One or more links provide the customer with access to additional information about the electronic warranty administrator and electronic connections to related web sites. Information such as the manufacturer's model number 34, product serial number 36, and a description 38 of the product are provided. Additional information includes the original warranty term 16, countries covered by the warranty 18 and the warranty service level 40. Expiration is expressed as date, and optionally, time of day as well.

A detail and careful reading will reveal Thomson did not teach or disclose or motivate such an electronic voucher that is transmitted over the network system as a computer file.

Instead, Thomson discloses that a user has to log into a Warranty Administrator Home Page. Each customer is associated with a specific personalized portion, for example, customer 22a may be associated with personalized portion G4. The electronic warranty administrator 24 limits the customer's access to the first database 28 to that customer's personalized portion. More specifically, in Paragraph [0057] additional information are provided for this personal portion. Specific details of the personal portion include the following descriptions. Each customer's personalized portion contains sufficient data about that customer's purchases and warranty support of those purchases to enable the warranty support and repair services as described herein. Each customer is provided with a personalized home page as illustrated in FIG. 3. The

customer's personalized home page enables the customer 22a to interact with the electronic warranty administrator 24 as well as with the first database. This page is preferably customizable, and will allow the customer to sort by various fields, e.g. locations of products 30, manufacturer 32, etc. One or more links provide the customer with access to additional information about the electronic warranty administrator and electronic connections to related web sites. Information such as the manufacturer's model number 34, product serial number 36, and a description 38 of the product are provided. Additional information includes the original warranty term 16, countries covered by the warranty 18 and the warranty service level 40. Expiration is expressed as date, and optionally, time of day as well.

It is very clear that the "Personal Home Page" is controlled by the Warranty Administrator and NOT by the customer. The customer must first log into the Warranty Administrator's Website before the customer can access the Personal Home Page. According to Thomson, nothing is transmitted to the customer.

The customer can download some of the information of the Personal Home Page for person references and information. The download portion of the Personal Home page is NOT an electronic voucher transmitted over the network system as a computer file. The download portion of the Personal Home Page has no effect to initiate or coordinate a repair or warranty program. Every activity related to warranty services must go through the Home Page of the Administrator's Website that controls the programs of the after sales warranty service.

Thomson DOES NOT disclose an electronic voucher for the customer to control and allows the customer to transmit for making payment to a service and care provider.

For these reasons, the amended claims are further different and not anticipate nor are they obvious over Thomason.

The Examiner further quotes Paragraphs [0064] and [0091] as basis to show that Thomson made disclosures about the customer controls the terms of the warranty and the customer then takes this service warranty to the service

provider or manufacturer as payment of service. In order to closely review the facts, these two paragraphs are copied below for direct comparison and verification.

[0064] Selecting trade-in link 66 enables the customer to communicate with the original manufacturer to determine if the manufacturer will offer a trade-in allowance to encourage brand loyalty for a new purchase. Alternatively, or in addition, the trade-in link 66 enables the customer to access secondary markets, such as on-line auction houses, for example eBay.com (San Jose, Calif.) enabling the consumer to attempt to sell the product on a secondary market. Selecting the accessories link 68 links the customer with the original manufacturer to determine if accessories for the product are available, e.g. alternate power supply, carry case, etc. Product up-upgrades may include parts shipped to the customer for in-home up-upgrades or require sending the product to an authorized repair service or the manufacturer, as described below, for up-grade.

[0091] When a customer experiences a problem with a product, a direct link 32 from that item's line on their customer home page will take them to the product manufacturer's interactive help for that specific product. If the manufacturer's help system does not enable the consumer to resolve the problem unassisted, or if the consumer cannot for some reason access the manufacturer's help, a toll-free telephone number to an expert call center having a script to help solve most common problems will be available as backup. If the problem cannot be resolved via these measures, repair assistance should be requested and will be provided according to the warranty contract terms.

A detail reading of these two paragraphs clearly shows that there are NO disclosures of an independent service provider selectable by the customer. The Warranty Administrator and the product manufacturer are the only options the customer can access for resolving warranty service issues. Additionally, a trade-in option is provided in Paragraph [0064], and the auction house such as E-bay, is clearly NOT a service provider but an auction house NOT related to the after-sales-customer service and care program.

For these reasons, since the amended claims are further limited with the electronic voucher controlled and transmitted by the customer with value to make payment to the after sales service providers, the amended claims would be further different and patentable in comparison to Thomson.

In response to the rejection claim 3 is directed to a network system:

said networked server of said after-sales-service and customer care (ASCC) center further generates and issues an incentive voucher for transmitting to said customer's computer as an incentive voucher computer file for said customer ~~to receive and to~~ reward said ASCC provider selected by said customer according to a value defined by said incentive voucher and according to a customer satisfaction assessment by said customer.


As discussed above, Thomson never discloses a customer can select and receive an electronic voucher that has any value of payment. Thomson's processes do not send an electronic voucher to a customer, the processes sends a welcome e-mail to enable the customer to access the warranty administrator's home page. The warranty administrator then controls and directs payment, if any, to a service provider. The concept and the power of control are totally different. Trelford's power of rewarding the quality of service is controlled by an employer NOT by a customer directly. The purpose of this invention is to let the customer to directly control the reward such that customer satisfaction has direct relationship with the reward. Again, the concept and power of control are entirely different and opposite to each other. For these reasons, the amended claims are new and not obvious under Thomson and Trelford.

The Examiner quoted a statement of "one cannot show non-obviousness by attacking references individually where the rejections are based on combination of references". The Applicant would like to respectfully disagree with the Examiner that the above explanations are provided NOT to attack Trelford or Thompson individually. Rather, the explanation clearly show that the combination of Thomson and Trelford would not motivate or enable a person of

ordinary skill to devise an invention as now directed by the amended claims because of the facts: 1) Thomson did not teach an electronic voucher that is controllable, transmittable as a computer file and useful by the customer to make payment and to complete the after-sales customer service and care program; and 2) Trelford did not teach the reward are provided by the customers, rather the vouchers are given by the Employer. A combination of Thomson and Trelford would NOT lead one of ordinary skill of the art to come up the invention as now amended.

For the above reasons, the amended claims 1 to 22 and the dependent claims are non-obvious in view of the cited prior art reference. With the amended claims and the reasons provided above, the applicant hereby respectfully requests that Examiner's objections and rejections under 35 USC § 112, 102 and 103 be withdrawn and the present application be allowed.

Respectfully submitted,
Bo-In Lin.

By 
Bo-In Lin -- Attorney, Registration No. 33,948
13445 Mandoli Drive, Los Altos Hills, CA 94022
(650) 949-0418 (Tel), (650) 949-4118 (Fax)